

Supreme Court, U.S.
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In the
Supreme Court of the United States

NEXBANK, SSB, et al.,

Petitioners,

v.

AMERICAN HOMEPATIENT, INC., et al.,

Respondents.

**On Petition for a Writ of Certiorari to the United
States Court of Appeals for the Sixth Circuit**

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

The question presented is whether 11 U.S.C. § 502(g) preempts state law whenever state law would consider post-petition events in determining the contract damages arising from a bankruptcy trustee's or debtor-in-possession's rejection of an executory contract or unexpired lease.

PARTIES TO THE PROCEEDINGS BELOW

Petitioners are Aeres Finance-II Ltd.; Bank of America, N.A.; California Public Employees' Retirement System; Emerald Orchard Limited; General Electric Capital Corporation; Grand Central Asset Trust, HLD Series; Highland Crusader Offshore Partners, L.P.; Highland Floating Rate Advantage Fund; Highland Floating Rate Limited Liability Company; Jasper CLO Ltd.; Loan Funding IV; Loan Funding VII LLC; Morgan Stanley & Co. Inc.; NexBank, SSB; Pam Capital Funding L.P.; PamCo Cayman Ltd.; Restoration Funding CLO; and Southfork CLO, Ltd.

Respondents are AHP Finance, Inc.; AHP Alliance of Columbia; AHP Home Care Alliance of Gainesville; AHP Home Care Alliance of Tennessee; AHP Home Care Alliance of Virginia; AHP Home Medical Equipment Partnership of Texas; AHP Knoxville Partnership; AHP L.P.; Allegheny Respiratory Associates, Inc.; American HomePatient, Inc., a Delaware corporation; American HomePatient, Inc., a Tennessee corporation; American HomePatient of Arkansas, Inc.; American HomePatient of Illinois, Inc.; American HomePatient of Nevada, Inc.; American HomePatient of New York, Inc.; American HomePatient of Texas, L.P.; Colorado Home Medical Equipment Alliance, LLC; Designated Companies, Inc.; National I.V., Inc.; The National Medical Rentals, Inc.; National Medical Systems, Inc.; Northeast Pennsylvania Alliance, LLC; Northwest Washington Alliance, LLC; Sound Medical Equipment, Inc.; and Volunteer Medical Oxygen & Hospital Equipment Co.

RULE 29.6 STATEMENT

Petitioner Bank of America, N.A. is a subsidiary of Bank of America Corporation.

Petitioner General Electric Capital Corporation is a wholly owned subsidiary of General Electric Capital Services, Inc., which in turn is a subsidiary of General Electric Co. (99.81 % ownership).

Petitioner Morgan Stanley & Co. Inc. is a wholly owned subsidiary of Morgan Stanley.

Aside from the subsidiary relationships described above, no corporation is a parent to any Petitioner-corporation, and no publicly held company owns 10% or more of any Petitioner-corporation's stock.

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